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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SOUTH SIDE GAS, INC.,

Plaintiff,

v.

ESQUIRE PETROLEUM, LLC,

Defendant.

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No. ⁰⁸ ~~07~~ C 2071

Judge Guzman
Magistrate Mason

ORDER

This matter coming on to be heard pursuant to Plaintiff's, South Side Gas, Inc., Motion For A Preliminary Injunction and Expedited Discovery pursuant to the Petroleum Marketing Practices Act (15 U.S.C. 2801 et seq.) all parties having been notified and appearing through counsel, and the parties being in agreement,

IT IS HEREBY ORDERED AS FOLLOWS:

A. For the next thirty days, until the completion of the evidentiary hearing on Plaintiff's motion for preliminary injunction, and the Court's decision thereon, the parties hereto agree to be bound by the following:

1. The parties agree to comply with their respective obligations in the PMPA Supply Agreement and the Real Estate/Lease Option Agreement (with the exception that Defendant need not comply with the option provisions thereof), in all material respects including but not limited to the following:

a. Plaintiff, South Side Gas, Inc., shall be allowed to remain in possession of the Premises located at 4000 Southwest Highway, Hometown, Illinois (the "Property");

b. Plaintiff, South Side Gas, Inc., agrees to continue to make timely lease payments to the Defendant pursuant to the parties' agreements;

c. The Defendant, Esquire Petroleum LLC agrees to continue to supply Mobil branded gasoline to the Plaintiff's station as needed;

d. Plaintiff agrees to continue to make timely payment for all fuel deliveries pursuant to the parties' agreements.

e. The Defendant agrees to not take actions toward terminating the Plaintiff's possession of the Premises and from interfering with the Plaintiff's business, other than any action Defendant may take in this Court or in the Circuit Court of Cook County;

f. Plaintiff shall not take any action to damage or destroy the Property.

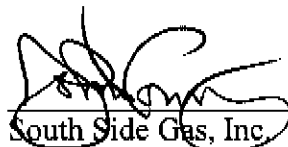
2. The above agreements are made without prejudice to the parties' legal and factual arguments and shall not constitute a waiver of any such legal or factual arguments and the above recited agreements shall not be used as evidence at any hearing in this cause or any other cause except to enforce the above recited agreements.

B. Expedited discovery shall proceed on the Motion for Preliminary Injunction as follows:

1. Written discovery to be propounded in seven days and answered within 7 days thereafter;

2. Oral discovery to commence at any time and to be completed within 28 days.

3. This matter is scheduled for an evidentiary hearing on Plaintiff's Motion for a Preliminary Injunction on June 16, 2008 at 9:00 a.m. in courtroom 2214.



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Dated: 4-16-08

ENTER:


Magistrate Judge Mason